EXHIBIT A

Plaintiffs' Promissory Note

SEE "PREPAYMENT NOTE ADDENDUM" ATTACHED HERETO AND MADE A PART HEREOF.
SEE "INTEREST-ONLY ADD. TO ARM NOTE" ATTACHED HERETO AND MADE A PART HEREOF.
SEE "ADDENDUM TO NOTE" ATTACHED HERETO AND MADE A PART HEREOF.

MIN 100112065709467936
MERS Phone: 1-888-679-6377

ADJUSTABLE RATE NOTE

LOAN NO.: [redacted]9722

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*) - Rate Caps)

I hereby certify this to be a true & correct copy of the original.
BY

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

NOVEMBER 22, 2005	LAKE STEVENS	WASHINGTON
[Date]	[City]	[State]

436 EZDUZIT Lane, CAMANO ISLAND, WA 98282
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 403,500.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is
MHL FUNDING CORP.

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.625 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on JANUARY, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on DECEMBER 01, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at MORTGAGEIT, INC.
PO BOX 79135, PHOENIX, AZ 85062-
or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 2,583.65. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

I hereby certify this to be a true & correct copy of the original.
By

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of DECEMBER, 2010, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.625 % or less than 2.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO AND 000/1000THS percentage point(s) (2.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 12.625 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

Initials:

I hereby certify this is a true & correct copy of the original.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

I hereby certify this to be a true & correct copy of the original.

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

[signature] (Seal) TRAVIS MICKELSON -Borrower	[signature] (Seal) DANIELLE H. MICKELSON -Borrower
(Seal) -Borrower	(Seal) -Borrower
(Seal) -Borrower	(Seal) -Borrower
(Seal) -Borrower	(Seal) -Borrower

[Sign Original Only]

EXHIBIT B

Deed of Trust

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11/29/2005 02:55P
ISLAND COUNTY AUDITOR DT

Return To:
MORTGAGEIT

1350 DEMING WAY, 3RD FLOOR
MIDDLETON, WI 53562

Assessor's Parcel or Account Number: 223225-045-0530
Abbreviated Legal Description:
PTN. SW SW 25-32-2E

(Include lot, block and plat or section, township and range)

Full legal description located on page 3.

Trustee: _CHICAGO TITLE

Additional Grantees located on page 2.

[Space Above This Line For Recording Data]

1897326 — $58

DEED OF TRUST

LOAN NO.: [redacted]722

MIN 100112065709467838
MERS Phone: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated NOVEMBER 22, 2005, together with all Riders to this document.

(B) "Borrower" is
TRAVIS MICKELSON AND DANIELLE H. MICKELSON, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is
MHL FUNDING CORP.

Initials: TM DM

Lender is a CORPORATION
organized and existing under the laws of NEW YORK.
Lender's address is
33 MAIDEN LANE, 6TH FLOOR, NEW YORK, NY 10038.
(D) "Trustee" is
_CHICAGO TITLE.
(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(F) "Note" means the promissory note signed by Borrower and dated NOVEMBER 22, 2005.
The Note states that Borrower owes Lender
FOUR HUNDRED THREE THOUSAND FIVE HUNDRED AND NO/100 X X X X X X X X X X X X X X X X Dollars
(U.S. $ 403,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 01, 2036.
(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(I) "RIDERS" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

[XX] Adjustable Rate Rider [ ] Condominium Rider [ ] 1-4 Family Rider
[ ] Graduated Payment Rider [ ] Planned Unit Development Rider [ ] Biweekly Payment Rider
[ ] Balloon Rider [ ] Rate Improvement Rider [ ] Second Home Rider
[XX] Other(s) [specify] PREPAYMENT RIDER
INTEREST-ONLY ADDENDUM TO ADJUSTABLE RATE RIDER
ADDENDUM TO ADJUSTABLE RATE RIDER

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(M) "Escrow Items" means those items that are described in Section 3.
(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

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ISLAND COUNTY AUDITOR DT

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY [Type of Recording Jurisdiction] of ISLAND [Name of Recording Jurisdiction]:

SEE COMPLETE LEGAL DESCRIPTION DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 223225-045-0530 which currently has the address of 436 EZDUZIT Lane [Street] CAMANO ISLAND [City], Washington 98282 [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community

Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

24. Substitute Trustee. In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

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25. Use of Property. The Property is not used principally for agricultural purposes.

26. Attorneys' Fees. Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any RIDER executed by Borrower and recorded with it.

Witnesses:

-Witness

-Witness

TRAVIS MICKELSON (Seal) -Borrower

DANIELLE H. MICKELSON (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

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(Seal) -Borrower

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STATE OF WASHINGTON
County of Snohomish } ss:

On this day personally appeared before me
TRAVIS MICKELSON AND DANIELLE H. MICKELSON

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of November 2005

Sheree Hill
Notary Public in and for the State of Washington, residing at Lk Stevens
My Appointment Expires on 7/22/09

SHEREE HILL
STATE OF WASHINGTON
NOTARY ---- PUBLIC
My Commission Expires 7-22-2009

4155570
Page: 18 of 26
11/29/2005 02:55P
ISLAND COUNTY AUDITOR DT

Loan Name: TRAVIS MICKELSON LOAN NO.: 40473722

Property Address: 436 EZDUZIT Lane, CAMANO ISLAND, WA 98282

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL A:

That portion of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 25, Township 32 North, Range 2 East of the Willamette Meridian, described as follows:

Commencing at the Southwest corner of said Section 25;
thence South 89°54'20" East along the South line of said Section 25, 329.60 feet;
thence North 0°27'18" West 30.00 feet to the Northerly margin of the Cross Island County Road;
thence continue North 0°27'18" West 316.45 feet to the true point of beginning;
thence continue North 0°27'18" West 158.22 feet;
thence South 89°55'15" East 329.98 feet to the East line of said Southwest Quarter of the Southwest Quarter of the Southwest Quarter;
thence South 0°24'37" East along said East line, 158.25 feet to a point that is South 89°54'56" East from that true point of beginning;
thence North 89°54'56" West 329.86 feet to the true point of beginning.

PARCEL B:

An easement for road, ingress and egress and public and private utilities being 60 feet in width from the Northerly margin of the Cross Island County Road to the North line of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 25, Township 32 North, Range 2 East of the Willamette Meridian, the centerline of said 60 foot easement is described as follows:

Commencing at the Southwest corner of said Section 25;
thence South 89°54'20" East along the South line of said Section 25, 329.60 feet;
thence North 0°27'18" West 30.00 feet said Northerly margin of the Cross Island County Road and the true point of beginning of said centerline;
thence continue North 0°27'18" West 632.89 feet to the North line of said subdivision and the terminus of said centerline.

Situated in Island County, Washington.

- END OF EXHIBIT "A" -

EXHIBIT C

Limited Power of Attorney

4152512
Page: 1 of 2
10/28/2005 02:23P
ISLAND COUNTY AUDITOR PA

After recording return to:

Northwest Trustee Services, Inc.
P.O. Box 997
Bellevue, WA 98009-4143

RECEIVED
OCT 21 2011
BY:

X52756 $33

Limited Power of Attorney

Default Servicing Duties

For the States of Washington, Oregon, Idaho and Alaska

1. **Appointment.** Chase Home Finance LLC appoints as its attorney in fact the persons below, individually and not jointly, for the limited acts of execution, acknowledgement, recording, and delivery of the documents described below.

   a. **Oregon, Montana, Nevada, and Idaho.**. Stephen D. Routh, Lance E. Olsen, Jeff Stenman, Kathy Taggart, Vonnie McElligott, Todd Hendricks, Cathe Cole, and Becky Baker are authorized to execute the documents described in Section "d" below.

   b. **Washington and California.** Stephen D. Routh, Lance E. Olsen, Jeff Stenman, Cathe Cole, Kathy Taggart, Vonnie McElligott, and Becky Baker are authorized to execute:

      i. **Notices of Default; and**
      ii. **The documents described in Section "d" below.**

   c. **Alaska.** Stephen D. Routh, Richard L. Crabtree, Richard N. Ullstrom, and Kathleen Marie Scanlon are authorized to execute:

      i. **Beneficiary's Declaration of Default; and**
      ii. **The documents described in Section "d" below.**

   d. **Washington, Oregon, Idaho, Montana, California, Nevada, and Alaska:**

      i. **Substitutions of Trustee; Appointments of Trustee.**

4152512
Page: 2 of 2
10/28/2005 02:23P
ISLAND COUNTY AUDITOR PA

2. **Grant of Authority.** The attorney in fact described above has the full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done to accomplish the acts described above, as Chase Home Finance LLC would or could do if personally present.

3. **Duration.** This limited power of attorney is effective from its execution until December 31, 2010, or until written revocation by Chase Home Finance LLC.

CHASE HOME FINANCE LLC

By RYAN L. REITMAJER, SR.
Its ASSISTANT SECRETARY

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On Sept. 1, 2005, before me, a notary public in and for the State of Ohio, personally appeared RYAN L. REITMAJER, SR., who acknowledged that he executed the foregoing document as ASSISTANT SECRETARY of Chase Home Finance LLC, as its own voluntary act and deed, for the uses and purposes therein mentioned and pursuant to the authority of its bylaws or a resolution of its Board of Directors.

Notary Typed Name:
Notary Public in and for the State of Ohio
My commission expires:

Seal

NOTARY PUBLIC STATE OF OHIO

Laura C. Koch
Notary Public-State of Ohio
My Commission Expires
March 24, 2007

EXHIBIT D

Assignment of Deed of Trust

09/19/2008 01:59:06 PM
Recording Fee $14.00 Page 1 of 1
Assignment Of Deed Of Trust
Island County Washington

4236910

RECEIVED
OCT 21 2011
BY:

After Recording Return to:
Chase Home Finance LLC
3415 Vision Drive
Columbus, OH 43219

X55876 $14
7037.16475/MICKELSON, TRAVIS AND DANIELLE H.

Assignment of Deed of Trust

For Value Received, the undersigned as Beneficiary, hereby grants, conveys, assigns and transfers to Chase Home Finance LLC, whose address is 3415 Vision Drive, Columbus, OH 43219, all beneficial interest under that certain deed of trust, dated 11/22/05, executed by Travis Mickelson and Danielle H. Mickelson, husband and wife, Grantors, to Chicago Title, Trustee, and recorded on 11/29/05, under Auditor's File No. 4155570, records of Island County, Washington, describing land therein as:

Abbreviated Legal Description: Ptn. SW SW 25-32-2E

Parcel A: that portion of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 25, Township 32 North, Range 2 East of the Willamette Meridian, described as follows: commencing at the Southwest corner of the said Section 25; thence South 89 degrees 54'20" East along the South line of said Section 25, 329.60 feet; thence North 0 degrees 27'18 West 30.00 feet to the Northerly margin of the Cross Island County Road; thence continue North 0 degrees 27'18" West 316.45 feet to the true point of beginning; thence continue North 0 degrees 27'18" West 158.22 feet; thence South 89 degrees 55'15" East 329.98 feet to the East line of said Southwest quarter of the Southwest quarter of the Southwest quarter; thence South 0 degrees 24'37" East along said East line, 158.25 feet to a point that is South 89 degrees 54'56" East from that true point of beginning; thence North 89 degrees 54'56" West 329.86 feet to the true point of beginning. Parcel B: an easement for road, ingress and egress and public and private utilities being 60 feet in width from the Northerly margin of the Cross Island County Road to the North line of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 25, Township 32 North, Range 2 East of the Willamette Meridian, the centerline of said 60 foot easement is described as follows: commencing at the Southwest corner of said Section 25; thence South 89 degrees 54'20" East along the South line of said Section 25, 329.60 feet; thence North 0 degrees 27'18" West 30.00 feet said Northerly margin of the Cross Island County Road and the true point of beginning of said centerline; thence continue North 0 degrees 27'18" West 632.89 feet to the North line of said subdivision and the terminus of said centerline. Situated in Island County, Washington.

Tax Account No. R23225-045-0530

Together with note or notes therein described or referred to, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated AUGUST 25, 2008

Mortgage Electronic Registration Systems, Inc. "MERS"

By: Vonnie McElligott
Title: VICE PRESIDENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that VONNIE McELLIGOTT is the person who appeared before me, and said person acknowledged that (she) signed this instrument, on oath stated that (she) was authorized to execute the instrument and acknowledged it as the VICE PRESIDENT of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. "MERS" to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: AUGUST 25, 2008

RHEA S. PRE
STATE OF WASHINGTON
NOTARY — • — PUBLIC
MY COMMISSION EXPIRES 04-22-10

NOTARY PUBLIC in and for the State of WASHINGTON
Residing at RENTON
My commission expires 04-22-10

EXHIBIT E

Assignment of Successor Trustee

4236911

09/19/2008 01:59:06 PM
Recording Fee $14.00 Page 1 of 1
Appointment Of Successor Trustee
Island County Washington

After Recording Return to:
Vonnie McElligott
Northwest Trustee Services, Inc.
P.O. Box 997
Bellevue, WA 98009-0997

X55876 $14

Appointment of Successor Trustee

File No. 7037.16475

Travis Mickelson and Danielle H. Mickelson, husband and wife is/are the grantor(s), Chicago Title is the trustee and Mortgage Electronic Registration Systems, Inc. solely as nominee for Lender and Lender's successors and assigns is the beneficiary under that certain deed of trust dated 11/22/05 and recorded on 11/29/05 under Island County, Washington Auditor's File No. 4155570.

The present beneficiary under said deed of trust appoints Northwest Trustee Services, Inc., a Washington corporation, whose address is P.O. Box 997, Bellevue, WA 98009-0997, as successor trustee under the deed of trust with all powers of the original trustee.

The undersigned present beneficiary warrants and represents that, as of the date this Appointment of Successor Trustee has been executed and acknowledged, it is the owner and holder of the obligation secured by the subject deed of trust and is not holding the same as security for a different obligation.

Chase Home Finance LLC successor by merger to Chase Manhattan Mortgage Corporation
Jeff Stenman, Attorney-in-Fact by Power of Attorney recorded October 28, 2005 under Island County, Washington Auditor's File No. 4152512

By [signature]

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that JEFF STENMAN is the person who appeared before me, and said person acknowledged that (he) signed this instrument, on oath stated that (he) was authorized to execute the instrument and acknowledged it as the ATTORNEY-IN-FACT of CHASE HOME FINANCE LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: SEPTEMBER 18, 2008

RHEA S. PRE
STATE OF WASHINGTON
NOTARY — • — PUBLIC
MY COMMISSION EXPIRES 04-22-10

[signature]

Notary Public in and for the State of WASHINGTON
Residing at RENTON
My appointment expires 4-22-10

EXHIBIT F

Notice of Trustee Sale

Fi'- No. 7037.16475/MICKELSON, TRAVIS AND DANIELLE H.

Notice of Foreclosure
Pursuant to the Revised Code of Washington
RCW 61.24, et seq.

To:

Travis Mickelson
436 Ezduzit Lane
Camano Island, WA 98282

Danielle H. Mickelson
436 Ezduzit Lane
Camano Island, WA 98282

Travis Mickelson
2803 B 254th Street Northwest
Stanwod, WA 98282

Danielle H. Mickelson
2803 B 254th Street Northwest
Stanwod, WA 98282

The attached Notice of Trustee's Sale is a consequence of default(s) in the obligation to the Beneficiary of your Deed of Trust. Unless the default(s) is/are cured, your property will be sold at auction on **December 26, 2008.**

To cure the monetary default(s), you must bring the payments current, cure any other default(s), pay accrued late charges, advances, other costs, trustee's fees and attorneys' fees as set forth below by 12/15/08 (11 days before sale date). These arrears and costs are as follows:

	Amount due to reinstate by 09/25/08	Estimated amount due to reinstate by 12/15/08
N thly Payments	$13,184.90	$21,095.84
Late Charges	$659.25	$922.94
Lender's Fees and Costs	$74.50	$74.50
Total Arrears	$13,918.65	$22,093.28
Trustee's Expenses (Itemization)		
Trustee's Fee	$725.00	$725.00
Title Report	$1,166.38	$1,166.38
Postings	$57.50	$115.00
Postage	$11.48	$81.48
Recording Fees	$32.00	$122.00
Sale Costs	$0.00	$0.00
Publication	$0.00	$500.00
Total Costs	$1,992.36	$2,709.86
Total Amount Due:	**$15,911.01**	**$24,803.14**

'o pay off the entire obligation secured by your Deed of Trust as of the 9/25/2008, you must pay a total of 403,495.51 in principal, $12,962.98 in interest, plus other costs and advances estimated to date in the amount of 74.50. From and after the date of this notice you must submit a written request to the Trustee to obtain the total mount to pay off the entire obligation secured by your Deed of Trust as of a certain payoff date. You may :instate your Deed of Trust and the obligation secured thereby at any time up to and including 12/15/08 (11 days :fore the sale date), by paying the amount set forth or estimated above and by curing any other defaults :: ']ed above. Of course, as time passes other payments may become due, and any further payments coming ıe ..ıd any additional late charges must be added to your reinstating payment. Any new defaults not requiring payment of money that occur after the date of this notice must also be cured in order to effect reinstatement. In addition, because some of the charges can only be estimated at this time and because the amount necessary to reinstate or to pay off the entire indebtedness may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the Trustee prior to the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay. In addition, the Trustee's fees may increase as more time is allowed to pass before reinstatement is made.

Tender of payment or performance must be made to: **Northwest Trustee Services, Inc., whose address is P.O. Box 997, Bellevue, Washington 98009-0997 (425) 586-1900.**

AFTER THE TRUSTEE'S CLOSE OF BUSINESS ON 12/15/08 (11 days before the sale date), **YOU MAY NOT REINSTATE YOUR DEED OF TRUST BY PAYING THE BACK PAYMENTS AND COSTS AND FEES AND CURING THE OTHER DEFAULTS AS OUTLINED ABOVE.** The Trustee will respond to any written request for current payoff or reinstatement amounts within ten days of receipt of your written request. In such a case, you will only be able to stop the sale by paying, before the sale, the total principal balance of $403,495.51 plus accrued interest, costs, fees and advances, if any, made pursuant to the terms of the loan documents and by curing the other defaults as outlined above.

You may contest this default by initiating court action in the Superior Court of the County in which the sale is to be held. In such action, you may also raise any legitimate defenses you have to this default. A copy of your Deed of Trust and documents evidencing the obligation secured thereby are enclosed. You may wish to consult a lawyer. Legal action on your part may prevent or restrain the sale, but only if you persuade the court of the merits of your defense.

The court may grant a restraining order or injunction to restrain the trustee's sale pursuant to RCW 61.24.130 upon five days notice to the trustee of the time when, place where, and the judge before whom the application for the restraining order or injunction is to be made. This notice shall include copies of all pleadings and related documents to be given to the judge. Notice and other process may be served on the trustee at 3535 Factoria Boulevard SE, Suite 220, Bellevue, WA 98006.

If you do not reinstate the secured obligation and your Deed of Trust in the manner set forth above, or if you do not succeed in restraining the sale by court action, your property will be sold. The effect of such sale will be to deprive you and all those who hold by, through or under you of all your interest in the property.

EFFECTIVE: 09/25/08

Northwest Trustee Services, Inc., Trustee
P.O. Box 997
Bellevue, WA 98009-0997
(425) 586-1900
Contact: Vonnie McElligott

NORTHWEST TRUSTEE SERVICES, INC., , P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-1900 FAX (425) 586-1997

File No: 7037.16475
Client: Chase Home Finance, LLC
Borrower: MICKELSON, TRAVIS AND DANIELLE H.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Notice of Default

To:

Travis Mickelson
436 Ezduzit Lane
Camano Island, WA 98282

Danielle H. Mickelson
436 Ezduzit Lane
Camano Island, WA 98282

Regarding the real property "Property" located at:

Property Address:
436 Ezduzit Lane
Camano Island, WA 98282

If you are the owner of this property and you occupy it as your residence, you should take care to protect your interest in your home. This notice of default (your failure to pay) is the first step in a process that could result in you losing your home. You should carefully review your options. For example:

Can you pay and stop the foreclosure process?
Do you dispute the failure to pay?
Can you sell your property to preserve your equity?
Are you able to refinance this loan with a new loan from another lender with payments, terms, and fees that are more affordable?
Do you qualify for any government or private homeowner assistance programs?
Do you know if filing for bankruptcy is an option? What are the pros and cons of doing so?

Do not ignore this notice; because if you do nothing, you could lose your home at a foreclosure sale. (No foreclosure sale can be held any sooner than ninety days after a notice of sale is issued and a notice of sale cannot be issued until thirty days after this notice.) Also, if you do nothing to pay what you owe, be careful of people who claim they can help you. There are many individuals and businesses that watch for the notices of sale in order to unfairly profit as a result of borrowers' distress.

You may feel you need help understanding what to do. There are a number of professional resources available, including home loan counselors and attorneys, who may assist you. Many legal services are lower-cost or even free, depending on your ability to pay. If you desire legal help in understanding your options or handling this default, you may obtain a referral (at no charge) by contacting the county bar association in the county where your home is located. These legal referral services also provide information about lower-cost or free legal services for those who qualify.

A) Property description:

Parcel A: that portion of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 25, Township 32 North, Range 2 East of the Willamette Meridian, described as follows: commencing at the Southwest corner of the said Section 25; thence South 89 degrees 54'20" East along the South line of said Section 25, 329.60 feet; thence North 0 degrees 27'18 West 30.00 feet to the Northerly margin of the Cross Island County Road; thence continue North 0 degrees 27'18" West 315.45 feet to the true point of beginning; thence continue North 0 degrees 27'18" West 158.22 feet; thence South 89 degrees 55'15" East 329.98 feet to the East line of said Southwest quarter of the Southwest quarter of the Southwest quarter; thence South 0 degrees 24'37" East along said East line, 158.25 feet to a point that is South 89 degrees 54'56" East from the true point of beginning; thence North 89 degrees 54'56" West 320.86 feet to the true point of beginning. Parcel B: an easement for road, ingress and egress and public and private utilities being 60 feet in width from the Northerly margin of the Cross Island County Road to the North line of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 25, Township 32 North, Range 2 East of the Willamette Meridian, the centerline of said 60 foot easement

1. As of the date of this notice you owe $416,457.32. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check. For further information, write to the address provided in Section 5 below or call us at 425-586-1900.
2. The creditor to whom the debt is owed Chase Home Finance LLC/Chase Home Finance, LLC - Columbus OH.
3. Unless within 30 days after receipt of this notice you dispute the debt or any portion of it, we will assume the debt to be valid.
4. If you notify us in writing within 30 days after receipt of this notice that you dispute the debt or any part of it, we will request that the creditor obtain verification of the debt and mail it to you.
5. If you request in writing within 30 days after receipt of this notice, we will request that the creditor provide you with the name and address of the original creditor, if different from the current creditor.
6. Written requests should be addressed to Northwest Trustee Services, Inc., Post Office Box 997, Bellevue, WA 98009-0997.

Dated: August 25, 2008

Chase Home Finance LLC
By Northwest Trustee Services, Inc., its duly authorized agent

This is an attempt to collect a debt and any information obtained will be used for that purpose.

NORTHWEST TRUSTEE SERVICES, INC.
P.O. BOX 997
BELLEVUE, WA 98009-0997

[redacted]
File No: 7037.16475
Borrower: Mickelson, Travis and Danielle H.
Client: Chase Home Finance, LLC

VONNIE MCELLIGOTT
5-586-1900
FAX 425-586-1997

After Recording, Return to:
Vonnie McElligott
Northwest Trustee Services, INC.
P.O. Box 997
Bellevue, WA 98009-0997

File No.: [redacted]
Grantors: **Northwest Trustee Services, Inc.**
Chase Home Finance LLC
Grantee: **Travis Mickelson and Danielle H. Mickelson, husband and wife**
Tax Parcel ID No.: R23225-045-0530
Abbreviated Legal: Ptn. SW SW 25-32-2E

Notice of Trustee's Sale
Pursuant to the Revised Code of Washington 61.24, et seq.

I.

On December 26, 2008, at 10:00 a.m. outside the main entrance of the Island County Annex Building near the Veteran's Memorial at 1 NE 6th Street in the City of Coupeville, State of Washington, the undersigned Trustee (subject to any conditions imposed by the Trustee) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property "Property", situated in the County(ies) of Island, State of Washington:

> Parcel A: that portion of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 25, Township 32 North, Range 2 East of the Willamette Meridian, described as follows: commencing at the Southwest corner of the said Section 25; thence South 89 degrees 54'20" East along the South line of said Section 25, 329.60 feet; thence North 0 degrees 27'18 West 30.00 feet to the Northerly margin of the Cross Island County Road; thence continue North 0 degrees 27'18" West 316.45 feet to the true point of beginning; thence continue North 0 degrees 27'18" West 158.22 feet; thence South 89 degrees 55'15" East 329.98 feet to the East line of said Southwest quarter of the Southwest quarter of the Southwest quarter; thence South 0 degrees 24'37" East along said East line, 158.25 feet to a point that is South 89 degrees 54'56" East from that true point of beginning; thence North 89 degrees 54'56" West 329.86 feet to the true point of beginning. Parcel B: an easement for road, ingress and egress and public and private utilities being 60 feet in width from the Northerly margin of the Cross Island County Road to the North line of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 25, Township 32 North, Range 2 East of the Willamette Meridian, the centerline of said 60 foot easement is described as follows: commencing at the Southwest corner of said Section 25; thence South 89 degrees 54'20" East along the South line of said Section 25, 329.60 feet; thence North 0 degrees 27'18" West 30.00 feet said Northerly margin of the Cross Island County Road and the true point of beginning of said centerline; thence continue North 0 degrees 27'18" West 632.89 feet to the North line of said subdivision and the terminus of said centerline. Situated in Island County, Washington.
>
> Commonly known as: 436 Ezduzit Lane
> Camano Island, WA 98282

which is subject to that certain Deed of Trust dated 11/22/05, recorded on 11/29/05, under Auditor's File No. 4155570, records of Island County, Washington, from Travis Mickelson and Danielle H. Mickelson, husband and wife, as Grantor, to Chicago Title, as Trustee, to secure an obligation

"Obligation" in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Lender and Lender's successors and assigns, as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. "MERS" to Chase Home Finance LLC, under an Assignment/Successive Assignments recorded under Auditor's File No. 4236910.

*The Tax Parcel ID number and Abbreviated Legal Description are provided solely to comply with the recording statutes and are not intended to supplement, amend or supersede the Property's full legal description provided herein.

II.

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the Obligation in any Court by reason of the Grantor's or Borrower's default on the Obligation.

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

		Amount due to reinstate by 09/25/08
Monthly Payments		$13,184.90
Late Charges		$659.25
Lender's Fees & Costs		$74.50
Total Arrearage	$13,918.65	
Trustee's Expenses (Itemization)		
Trustee's Fee		$725.00
Title Report		$1,166.38
Statutory Mailings		$11.48
Recording Costs		$32.00
Postings		$57.50
Sale Costs		$0.00
Total Costs	$1,992.36	
Total Amount Due:		$15,911.01

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of $403,495.51, together with interest as provided in the note or other instrument evidencing the Obligation from 04/01/08, and such other costs and fees as are due under the Obligation, and as are provided by statute.

V.

The Property will be sold to satisfy the expense of sale and the Obligation as provided by statute. The sale will be made without representation or warranty, express or implied regarding title, possession, encumbrances or condition of the Property on December 26, 2008. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 12/15/08 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 12/15/08 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 12/15/08 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor or the holder of any recorded junior lien or encumbrance paying the entire balance of principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any made pursuant to the terms of the obligation and/or Deed of Trust.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

NAME AND ADDRESS

Travis Mickelson
436 Ezduzit Lane
Camano Island, WA 98282

Danielle H. Mickelson
436 Ezduzit Lane
Camano Island, WA 98282

by both first class and either certified mail, return receipt requested on 08/25/08, proof of which is in the possession of the Trustee; and on 08/25/08 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of proof of such service or posting.

VII.

The Trustee, whose name and address are set forth below, will provide in writing to anyone requesting it a statement of all foreclosure costs and trustee's fees due at any time prior to the sale.

VIII.

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their right, title and interest in the Property.

IX.

Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

X.

NOTICE TO OCCUPANTS OR TENANTS - The purchaser at the Trustee's Sale is entitled to possession of the property on the 20th day following the sale, as against the Grantor under the Deed of

Trust (the owner) and anyone having an interest junior to the deed of trust, including occupants and tenants. After the 20th day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the unlawful detainer act, Chapter 59.12 RCW.

The trustee's rules of auction may be accessed at www.northwesttrustee.com and are incorporated by this reference. You may also access sale status at www.northwesttrustee.com and www.USA-Foreclosure.com.

EFFECTIVE: 09/25/08

Northwest Trustee Services, Inc., Trustee

By Vonnie McElligott
Authorized Signature
P.O. BOX 997
Bellevue, WA 98009-0997
Contact: Vonnie McElligott
(425) 586-1900

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Vonnie McElligott is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/24/08

RHEA S. PRE
STATE OF WASHINGTON
NOTARY — • — PUBLIC
MY COMMISSION EXPIRES 04-22-10

NOTARY PUBLIC in and for the State of Washington, residing at 98006
My commission expires 4/22/10

NORTHWEST TRUSTEE SERVICES, INC., SUCCESSOR BY MERGER TO NORTHWEST TRUSTEE SERVICES PLLC FKA NORTHWEST TRUSTEE SERVICES, LLC, P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-1900 FAX (425) 586-1997

File No: 7037.16475
Client: Chase Home Finance, LLC
Borrower: MICKELSON, TRAVIS AND DANIELLE H.

SERVING WA, OR, ID, CA, NV, AZ, MT HI

This is an attempt to collect a debt and any information obtained will be used for that purpose.

EXHIBIT G

Notice of Trustee Sale

After Recording, Return to:
Vonnie McElligott
Northwest Trustee Services, INC.
P.O. Box 997
Bellevue, WA 98009-0997

File No.: [redacted]
Grantors: **Northwest Trustee Services, Inc.**
Chase Home Finance LLC
Grantee: **Travis Mickelson and Danielle H Michelson, husband and wife**
Tax Parcel ID No.: R23225-045-0530
Abbreviated Legal: Section 25, Township 32, Range 2, PTN SW SW

Notice of Trustee's Sale
Pursuant to the Revised Code of Washington 61.24, et seq.

I.

On **December 10, 2010**, at 10:00 a.m. outside the main entrance of the Island County Annex Building near the Veteran's Memorial at 1 NE 6th Street in the City of Coupeville, State of Washington, the undersigned Trustee (subject to any conditions imposed by the Trustee) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property "Property", situated in the County(ies) of Island, State of Washington:

Parcel A: that portion of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 25, Township 32 North, Range 2 East of the Willamette Meridian, described as follows: commencing at the Southwest corner of said Section 25; thence South 89 degrees 54'20" East along the South line of said Section 25, 329.60 feet; thence North 0 degrees 27'18" West 30.00 feet to the Northerly margin of the Cross Island County Road; thence continue North 0 degrees 27'18" West 316.45 feet to the True Point of Beginning; thence continue North 0 degrees 27'18" West 158.22 feet; thence South 89 degrees 55'15" East 329.98 feet to the East line of said Southwest Quarter of the Southwest Quarter of the Southwest Quarter; thence South 0 degrees 24'37" East along said East line, 158.25 feet to a point that is South 89 degrees 54'56" East from that True Point of Beginning; thence North 89 degrees 54'56" West 329.86 feet to the True Point of Beginning. Parcel B: an easement for road ingress and egress and public and private utilities being 60 feet in width from the Northerly margin of the Cross Island County Road to the North line of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 25, Township 32 North, Range 2 East of the Willamette Meridian, the centerline of said 60 foot easement is described as follows: commencing at the Southwest corner of said Section 25; thence South 89 degrees 54'20" East along the South line of said Section 25, 329.60 feet; thence North 0 degrees 27'18" West 30.00 feet said Northerly margin of the Cross Island County Road and the True Point of Beginning of said centerline; thence continue North 0 degrees 27'18" West 632.89 feet to the North line of said subdivision and the terminus of said centerline. Situated in Island County, Washington.

Commonly known as: 436 Ezduzit Lane
Camano Island, WA 98282

which is subject to that certain Deed of Trust dated 11/22/05, recorded on 11/29/05, under Auditor's File No. 4155570, records of Island County, Washington, from Travis Mickelson and Danielle H. Mickelson, husband and wife, as Grantor, to Chicago Title, as Trustee, to secure an obligation

"Obligation" in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. "MERS" to Chase Home Finance LLC, under an Assignment/Successive Assignments recorded under Auditor's File No. 4236910.

*The Tax Parcel ID number and Abbreviated Legal Description are provided solely to comply with the recording statutes and are not intended to supplement, amend or supersede the Property's full legal description provided herein

II.

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the Obligation in any Court by reason of the Grantor's or Borrower's default on the Obligation.

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

		Amount due to reinstate by 09/06/10
Monthly Payments		$68,561.48
Late Charges		$2,784.50
Lender's Fees & Costs		$1,008.14
Total Arrearage	$72,354.12	
Trustee's Expenses		
(Itemization)		
Trustee's Fee		$725.00
Title Report -		$1,169.61
Statutory Mailings		$10.00
Recording Costs		$0.00
Postings		$70.00
Sale Costs		$0.00
Total Costs	$1,974.61	
Total Amount Due:		$74,328.73

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of $403,495.51, together with interest as provided in the note or other instrument evidencing the Obligation from 07/01/08, and such other costs and fees as are due under the Obligation, and as are provided by statute.

V.

The Property will be sold to satisfy the expense of sale and the Obligation as provided by statute. The sale will be made without representation or warranty, express or implied regarding title, possession, encumbrances or condition of the Property on December 10, 2010. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 11/29/10 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 11/29/10 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 11/29/10 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor or the holder of any recorded junior lien or encumbrance paying the entire balance of principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any made pursuant to the terms of the obligation and/or Deed of Trust.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

NAME AND ADDRESS

Travis Mickelson
436 Ezduzit Lane
Camano Island, WA 98282

Danielle H. Mickelson
436 Ezduzit Lane
Camano Island, WA 98282

by both first class and either certified mail, return receipt requested on 08/06/10, proof of which is in the possession of the Trustee; and on 08/06/10 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of proof of such service or posting.

VII.

The Trustee, whose name and address are set forth below, will provide in writing to anyone requesting it a statement of all foreclosure costs and trustee's fees due at any time prior to the sale.

VIII.

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their right, title and interest in the Property.

IX.

Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

X.

NOTICE TO OCCUPANTS OR TENANTS - The purchaser at the Trustee's Sale is entitled to possession of the property on the 20th day following the sale, as against the Grantor under the Deed of

Trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20th day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

The trustee's rules of auction may be accessed at www.northwesttrustee.com and are incorporated by this reference. You may also access sale status at www.northwesttrustee.com and www.USA-Foreclosure.com.

EFFECTIVE: 09/06/10

Northwest Trustee Services, Inc., Trustee

By ________________
Authorized Signature
P.O. BOX 997
Bellevue, WA 98009-0997
Contact: Vonnie McElligott
(425) 586-1900

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Vonnie McElligott is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/3/10

RHEA S. PRE
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
04-22-14

NOTARY PUBLIC in and for the State of Washington, residing at Seattle
My commission expires 4/22/14

NORTHWEST TRUSTEE SERVICES, INC., SUCCESSOR BY MERGER TO NORTHWEST TRUSTEE SERVICES PLLC FKA NORTHWEST TRUSTEE SERVICES, LLC, P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-1900 FAX (425) 586-1997

File No: 7037.08418
Client: Chase Home Finance, LLC
Borrower: MICKELSON, TRAVIS AND DANIELLE H.

SERVING WA, OR, ID, CA, NV, AZ, MT HI

This is an attempt to collect a debt and any information obtained will be used for that purpose.

File No. 7037.08418/MICKELSON, TRAVIS AND DANIELLE H.

Notice of Foreclosure
Pursuant to the Revised Code of Washington
RCW 61.24, et seq.

To:

Travis Mickelson
436 Ezduzit Lane
Camano Island, WA 98282

Travis Mickelson
2803 B 254th Street Northwest
Stanwood, WA 98292

Danielle H. Mickelson
436 Ezduzit Lane
Camano Island, WA 98282

Danielle H. Mickelson
2803 B 254th Street Northwest
Stanwood, WA 98282

The attached Notice of Trustee's Sale is a consequence of default(s) in the obligation to the Beneficiary of your Deed of Trust. Unless the default(s) is/are cured, your property will be sold at auction on **December 10, 2010**.

To cure the monetary default(s), you must bring the payments current, cure any other default(s), pay accrued late charges, advances, other costs, trustee's fees and attorneys' fees as set forth below by 11/29/10 (11 days before sale date). These arrears and costs are as follows:

	Amount due to reinstate by 09/06/10	Estimated amount due to reinstate by 11/29/10
. **Monthly Payments**	$68,561.48	$73,835.44
. **Late Charges**	$2,784.50	$3,118.64
. **Lender's Fees and Costs**	$1,008.14	$1,008.14
Total Arrears	**$72,354.12**	**$77,962.22**
Trustee's Expenses (Itemization)		
Trustee's Fee	$725.00	$725.00
Title Report	$1,169.61	$1,169.61
Postings	$70.00	$140.00
Postage	$10.00	$108.00
Recording Fees	$0.00	$100.00
Sale Costs	$0.00	$0.00
Publication	$0.00	$500.00
Total Costs	**$1,974.61**	**$2,742.61**
Total Amount Due:	**$74,328.73**	**$80,704.83**

To pay off the entire obligation secured by your Deed of Trust as of the 9/6/2010, you must pay a total of $403,495.51 in principal, $58,370.04 in interest, plus other costs and advances estimated to date in the amount of $1,008.14. From and after the date of this notice you must submit a written request to the Trustee to obtain the total amount to pay off the entire obligation secured by your Deed of Trust as of a certain payoff date. You may reinstate your Deed of Trust and the obligation secured thereby at any time up to and including 11/29/10 (11 days before the sale date), by paying the amount set forth or estimated above and by curing any other defaults described above. Of course, as time passes other payments may become due, and any further payments coming due and any additional late charges must be added to your reinstating payment. Any new defaults not requiring payment of money that occur after the date of this notice must also be cured in order to effect reinstatement. In addition, because some of the charges can only be estimated at this time and because the amount necessary to reinstate or to pay off the entire indebtedness may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the Trustee prior to the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay. In addition, the Trustee's fees may increase as more time is allowed to pass before reinstatement is made.

Tender of payment or performance must be made to: **Northwest Trustee Services, Inc., whose address is P.O. Box 997, Bellevue, Washington 98009-0997 (425) 586-1900.**

AFTER THE TRUSTEE'S CLOSE OF BUSINESS ON 11/29/10 (11 days before the sale date), **YOU MAY NOT REINSTATE YOUR DEED OF TRUST BY PAYING THE BACK PAYMENTS AND COSTS AND FEES AND CURING THE OTHER DEFAULTS AS OUTLINED ABOVE.** The Trustee will respond to any written request for current payoff or reinstatement amounts within ten days of receipt of your written request. In such a case, you will only be able to stop the sale by paying, before the sale, the total principal balance of $403,495.51 plus accrued interest, costs, fees and advances, if any, made pursuant to the terms of the loan documents and by curing the other defaults as outlined above.

You may contest this default by initiating court action in the Superior Court of the County in which the sale is to be held. In such action, you may also raise any legitimate defenses you have to this default. A copy of your Deed of Trust and documents evidencing the obligation secured thereby are enclosed. You may wish to consult a lawyer. Legal action on your part may prevent or restrain the sale, but only if you persuade the court of the merits of your defense. You may contact the Department of Financial Institutions or the statewide civil legal aid hotline for possible assistance or referrals

The court may grant a restraining order or injunction to restrain the trustee's sale pursuant to RCW 61.24.130 upon five days notice to the trustee of the time when, place where, and the judge before whom the application for the restraining order or injunction is to be made. This notice shall include copies of all pleadings and related documents to be given to the judge. Notice and other process may be served on the trustee at 13555 SE 36th St., Suite 100, Bellevue, WA 98006.

If you do not reinstate the secured obligation and your Deed of Trust in the manner set forth above, or if you do not succeed in restraining the sale by court action, your property will be sold. The effect of such sale will be to deprive you and all those who hold by, through or under you of all your interest in the property.

EFFECTIVE: 09/06/10

Northwest Trustee Services, Inc., Trustee
P.O. Box 997
Bellevue, WA 98009-0997
(425) 586-1900
Contact: Vonnie McElligott

NORTHWEST TRUSTEE SERVICES, INC., P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-1900 FAX (425) 586-1997

File No: [redacted]
Client: Chase Home Finance, LLC
Borrower: MICKELSON, TRAVIS AND DANIELLE H.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

EXHIBIT H

Robo-Signing Redux: Servicers Still Fabricating Foreclosure Documents

AMERICAN BANKER.

Robo-Signing Redux: Servicers Still Fabricating Foreclosure Documents

By Kate Berry
AUG 31, 2011 5:47pm EDT

Some of the largest mortgage servicers are still fabricating documents that should have been signed years ago and submitting them as evidence to foreclose on homeowners.

The practice continues nearly a year after the companies were caught cutting corners in the robo-signing scandal and about six months after the industry began negotiating a settlement with state attorneys general investigating loan-servicing abuses.

Several dozen documents reviewed by *American Banker* show that as recently as August some of the largest U.S. banks, including Bank of America Corp., Wells Fargo & Co., Ally Financial Inc., and OneWest Financial Inc., were essentially backdating paperwork necessary to support their right to foreclose.

Some of documents reviewed by *American Banker* included signatures by current bank employees claiming to represent lenders that no longer exist.

Many banks are missing the original papers from when they securitized the mortgages, in some cases as long ago as 2005 and 2006, according to plaintiffs' lawyers. They and some industry members say the related mortgage assignments, showing transfers from one lender to another, should have been completed and filed with document custodians at the time of transfer.

"It's one thing to not have the documents you're supposed to have even though you told investors and the SEC you had them," says Lynn E. Szymoniak, a plaintiff's lawyer in West Palm Beach, Fla. "But they're making up new documents."

The banks argue that creating such documents is a routine business practice that simply "memorializes" actions that should have occurred years before. Some courts have endorsed that view, but others, such as the Massachusetts Supreme Judicial Court, have found that this amounts to a lack of sufficient evidence and renders foreclosures invalid.

According to a document submitted in a Florida court by Bank of America Corp., bank assistant vice president Sandra Juarez signed a mortgage assignment on July 29 of this year that purported to transfer ownership of a mortgage from New Century Mortgage Corp. to a trustee, Deutsche Bank. Two problems with that: New Century, a subprime lender, went bankrupt in 2007; and the Deutsche Bank trust that purported to hold the loan was created for a securitization completed in 2006 —

about five years before Juarez signed it over to the trust. (Bank of America, as the servicer of the loan, was seeking to foreclose on behalf of the trust and its bondholders.)

Most of the pooling and servicing agreements governing securitizations require a complete chain of endorsements. This means the promissory note (the piece of paper the borrower signs promising to pay the loan) and all intervening mortgage assignments showing transfers from one lender to another must be delivered to a trust within 60 days of the securitization closing date.

Jumana Bauwens, a spokeswoman for B of A, says such mortgage assignments are simply "procedural steps" to prove to a court that a trust has the right to foreclose on a borrower. In the Juarez case, B of A had power of attorney to sign on New Century's behalf, she says.

But other mortgage industry members argue that the burden of proof is on the banks to show their legal right to enforce a debt, and that servicers are supposed to audit the loan before proceeding with a foreclosure.

"They're supposed to make sure the trust is the correct trust, that the loan was properly assigned to the trust and that the debtor is genuinely in default," says Michael Olenick, the chief executive of Legalprise Inc., a West Palm Beach, Fla., research firm that tracks foreclosure filings and other court records for attorneys.

Several other documents reviewed this month by *American Banker* were signed in July by Tonya Hopkins, who identified herself as an assistant secretary for Sand Canyon Mortgage, also known as Option One Mortgage Corp., the former subprime lending unit of H&R Block Inc.

Sand Canyon quit the mortgage business in 2009 and sold the loans to American Home Mortgage Servicing Inc., where Hopkins now works — but she still signed the documents as an officer of Sand Canyon. An H&R Block spokesman calls Sand Canyon a "discontinued business."

Philippa Brown, a spokeswoman for American Home, says the transfer of the loan took place at the closing of the securitization in 2006 and the assignment that was recorded in 2010 was a "confirmatory assignment, memorializing the transfer that had previously occurred while Sand Canyon was still in business."

She adds, "The practice of executing assignments to confirm for the public record that mortgages were previously assigned to the trust reflects standard industry practice."

In another document, Wells Fargo assistant secretary Nancy D. Sorensen recently acted as a nominee of Fremont Investment and Loan, which went out of business in 2008. On Aug. 11 of this year, she assigned a mortgage from the Mortgage Electronic Registration Systems registry on behalf of Fremont to a Deutsche Bank trust — for a bond issue that was completed in 2006.

Wells Fargo spokesman Tom Goyda says the document is "a routine and fully authorized assignment of the [mortgage] note," on behalf of Fremont "and its successors."

On June 17, Mollie Schiffman, an assistant vice president at OneWest Bank, signed a mortgage assignment for a loan that also was supposed to have been transferred to a Deutsche Bank trust in 2006. OneWest, built on the ashes of the failed IndyMac, did not respond to requests for comment for this article.

On May 18 of this year, GMAC assistant secretary Jacqueline Keeley, acting as a nominee of now-defunct Aegis Wholesale Corp., assigned a mortgage from the MERS registry to a Deutsche Bank trust for a bond deal that closed in 2005. GMAC is now known as Ally Financial.

Ally spokeswoman Gina Proia says it is common for there to be a gap between mortgage assignments transferred from one lender to another. Some states allow for after-the-fact documentation of previous transfers, she says.

But most securitization agreements required the actual note, mortgage, and all intervening assignments to be transferred to a trust before the closing date, which the documents reviewed by American Banker show did not always happen.

Securitization attorneys insist the trust agreements give banks latitude on the delivery of documents such as assignments. And banks have maintained that such legal errors are mere "technicalities." Bungled paperwork, they argue, does not change the main issue in foreclosures: that the borrower is in default.

Plaintiffs' lawyers counter that, in the rush to securitize large pools of mortgages, the mortgage lenders, trustees and custodians did not track or record documents. The lawyers, most of whom are litigating in Florida, say that many banks failed to deliver original "blue ink" signed promissory notes and all the intervening mortgage assignments as required by securitization trusts.

James Kowalski Jr., a lawyer in Jacksonville, Fla., says servicers have been creating mortgage assignments "out of thin air" for years because so many lenders that went out of business failed to complete and transfer the required paperwork for mortgages in securitized trusts.

"The bank servicers are going back and realizing that they have to bridge a missing gap because the originating lender is no longer in existence and they can't move the property," he says. "The banks want to paper over the true transfer question."

North Carolina consumer bankruptcy lawyer O. Max Gardner III says servicers and trustees often submit promissory notes in court without proper endorsements, which show the chain of title from one lender to another. Then, after the fact, there will be "a magically appearing note with a stamped endorsement," Gardner said.

When plaintiff's lawyers then try to depose the person whose name is stamped on the endorsement, "we're being told the person is no longer employed by the servicer or by the party for whom they signed," Gardner says.

Linda Tirelli, a New York bankruptcy lawyer, calls such mortgage documents "Ta-Da!" assignments because they seem to appear out of nowhere.

"Why are they creating their own assignments to begin with?" asks Tirelli, who represents borrowers. "Why is this even an issue?"

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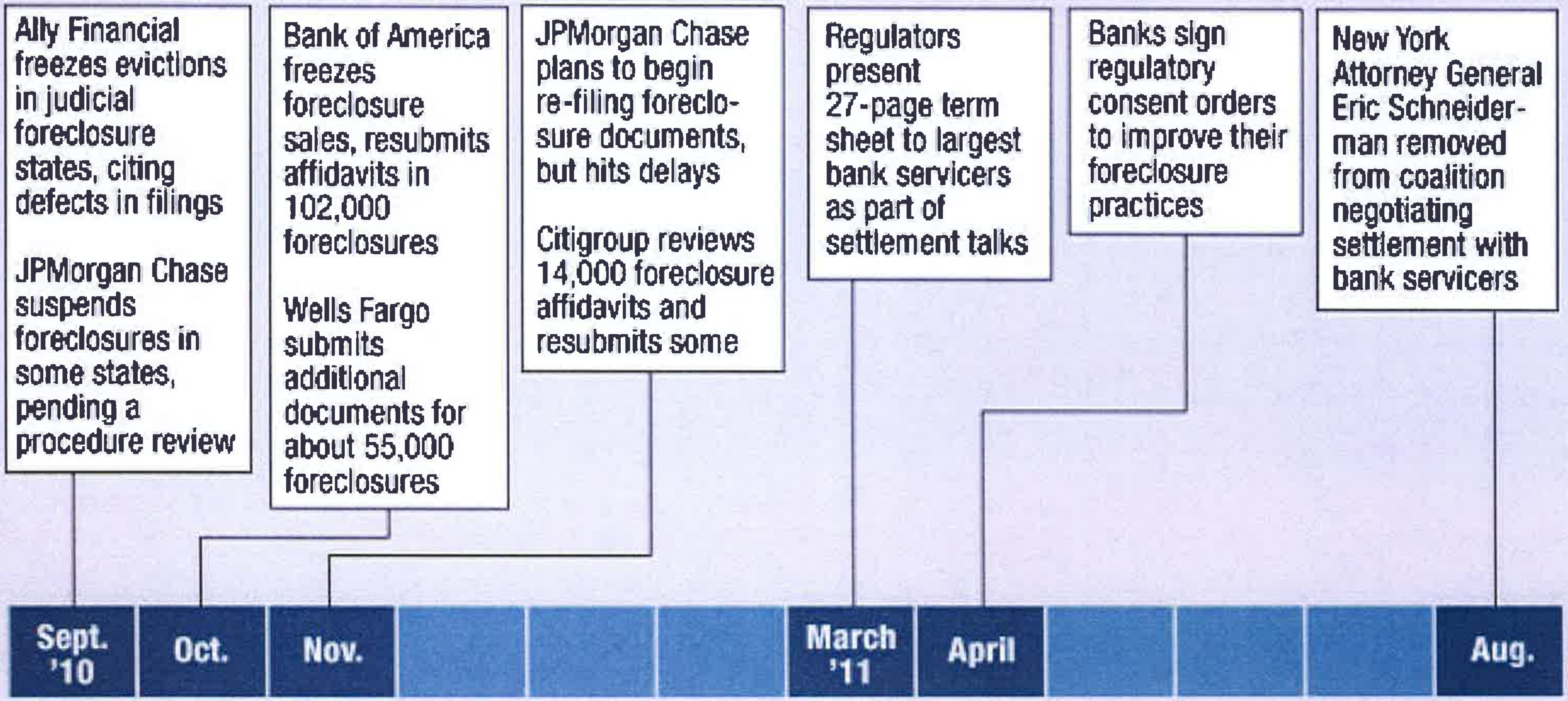
Robo-Signing Revealed

Large banks are still facing lawsuits and a contentious settlement process over their shoddy foreclosure paperwork, which first came to light last year


Ally Financial freezes evictions in judicial foreclosure states, citing defects in filings
JPMorgan Chase suspends foreclosures in some states, pending a procedure review
Bank of America freezes foreclosure sales, resubmits affidavits in 102,000 foreclosures
Wells Fargo submits additional documents for about 55,000 foreclosures
JPMorgan Chase plans to begin re-filing foreclosure documents, but hits delays
Citigroup reviews 14,000 foreclosure affidavits and resubmits some
Regulators present 27-page term sheet to largest bank servicers as part of settlement talks
Banks sign regulatory consent orders to improve their foreclosure practices
New York Attorney General Eric Schneiderman removed from coalition negotiating settlement with bank servicers
Sept. '10
Oct.
Nov.
March '11
April
Aug.